

Fill in this information to identify the case:

Debtor 1 Monica Cauley Johnson

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Western District of TN
(State)

Case number 18-22571

Official Form 410S1

Notice of Mortgage Payment Change

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

Name of creditor: US Bank Trust National Association as Trustee of Bungalow Series F Trust

Court claim no. (if known): 5-1

Last 4 digits of any number you use to identify the debtor's account:

3 8 9 7

Date of payment change:

Must be at least 21 days after date of this notice 08 / 01 / 2018

New total payment:

Principal, interest, and escrow, if any \$ 1260.81

Part 1: Escrow Account Payment Adjustment

1. Will there be a change in the debtor's escrow account payment?

☒ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: _____

Current escrow payment: \$ _____

New escrow payment: \$ _____

Part 2: Mortgage Payment Adjustment

2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?

☐ No

☒ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: _____

Current interest rate: 2.000 %

New interest rate: 3.000 %

Current principal and interest payment: \$ 575.75

New principal and interest payment: \$ 668.89

Part 3: Other Payment Change

3. Will there be a change in the debtor's mortgage payment for a reason not listed above?

☒ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: _____

Current mortgage payment: \$ _____

New mortgage payment: \$ _____

Debtor 1 Monica Cauley Johnson Case number (if known) 18-22571
First Name Middle Name Last Name


Part 4: Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

Check the appropriate box.

- ☐ I am the creditor.
☒ I am the creditor's authorized agent.

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

x  for Date 07 / 05 / 2018
Signature

Print: Michelle R. Ghidotti-Gonsalves Title AUTHORIZED AGENT
First Name Middle Name Last Name

Company The Law Offices of Michelle Ghidotti

Address 1920 Old Tustin Ave.
Number Street
Santa Ana, CA 92705
City State ZIP Code

Contact phone (949) 427 - 2010

Email kzilberstein@ghidottilaw.com

Investor Loan REDACTED

After Recording Return To:
INDEPENDENT SETTLEMENT SERVICES
100 HIGH TOWER OFFICE BLDG
100 HIGH TOWER BLVD, SUITE 400
PITTSBURGH, PA 15205

This document was prepared by Seterus, Inc.

REDACTED [Space Above This Line For Recording Data] REDACTED

Nationwide Mortgage Licensina Svstem
REDACTED
S.

HOME AFFORDABLE MODIFICATION AGREEMENT (Step Two of Two-Step Documentation Process)

L710E

Borrower ("I"): 1 MONICA L JOHNSON

Lender or Servicer ("Servicer"): Seterus, Inc.

Date of first lien mortgage deed of trust, or security deed ("Mortgage") and Note ("Note"): October 19, 2007

Loan Number: REDACTED

Property Address ["see Exhibit "A" attached hereto and made a part of thereof"] ("Property"): 8913

LINDSTROM DR, CORDOVA, TN 38016

*Recorded 10/05/07
Instrument Number 07181644

If my representations in Section 1 continue to be true in all material respects, then this Home Affordable Modification Agreement ("Agreement") will, as set forth in Section 3, amend and supplement (1) the Mortgage on the Property, and (2) the Note secured by the Mortgage. The Mortgage and Note together, as they may previously have been amended, are referred to as the "Loan Documents". Capitalized terms used in this Agreement and not defined have the meaning given to them in Loan Documents.

*MAXIMUM PRINCIPAL IN DEBTEDNESS FOR TENNESSEE
RECORDING TAX PURPOSE IS \$64,257.00*

1 If more than one Borrower or Mortgagor is executing this document, each is referred to as "I." For purposes of this document words signifying the singular (such as "I") shall include the plural (such as "we") and vice versa where appropriate.

Contract Code DDG

the added Unpaid Amounts to the outstanding principal balance, the added Unpaid Amounts accrue interest based on the interest rate in effect under this Agreement. I also understand that this means interest will now accrue on the unpaid Interest that is added to the outstanding principal balance, which would not happen without this Agreement.

- C. \$90,431.86 of the New Principal Balance shall be deferred (the "Deferred Principal Balance") and I will not pay interest or make monthly payments on this amount. The New Principal Balance less the Deferred Principal Balance shall be referred to as the "Interest Bearing Principal Balance" and this amount is \$190,125.91. Interest at the rate of 2.000% will begin to accrue on the Interest Bearing Principal Balance as of July 01, 2013 and the first new monthly payment on the Interest Bearing Principal Balance will be due on August 01, 2013. My payment schedule for the modified Loan is as follows:

Years	Interest Rate	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-5	2.000	07/01/2013	\$575.75	\$975.67 <i>May adjust periodically</i>	\$1,551.42 <i>May adjust periodically</i>	08/01/2013	60
6	3.000	07/01/2018	\$668.89	\$975.67 <i>May adjust periodically</i>	\$1,644.56 <i>May adjust periodically</i>	08/01/2018	12
7	4.000	07/01/2019	\$767.20	\$975.67 <i>May adjust periodically</i>	\$1,742.87 <i>May adjust periodically</i>	08/01/2019	12
8-40	4.250	07/01/2020	\$792.29	\$975.67 <i>May adjust periodically</i>	\$1,767.96 <i>May adjust periodically</i>	08/01/2020	396

*The escrow payments may be adjusted periodically in accordance with applicable law and therefore my total monthly payment may change accordingly.

The above terms in this Section 3.C. shall supersede any provisions to the contrary in the Loan Documents, including but not limited to, provisions for an adjustable or step interest rate.

I understand that, if I have a pay option adjustable rate mortgage loan, upon modification, the minimum monthly payment option, the interest-only or any other payment options will no longer be offered and that the monthly payments described in the above payment schedule for my modified loan will be the minimum payment that will be due each month for the remaining term of the loan. My modified loan will not have a negative amortization feature that would allow me to pay less than the interest due resulting in any unpaid interest to be added to the outstanding principal balance.

- D. I will be in default if I do not comply with the terms of the Loan Documents, as modified by this Agreement.
- E. If a default rate of interest is permitted under the Loan Documents, then in the event of default under the Loan Documents, as amended, the interest that will be due will be the rate set forth in Section 3.C.

Michelle R. Ghidotti-Gonsalves, Esq. (SBN 232837)

Jennifer R. Bergh, Esq. (SBN 305219)

Kristin A. Zilberstein, Esq. (SBN 200041)

LAW OFFICES OF MICHELLE GHIDOTTI

1920 Old Tustin Avenue

Santa Ana, CA 92705

Ph: (949) 427-2010

Fax: (949) 427-2732

mghidotti@ghidottilaw.com

Attorney for Creditor

U.S. Bank Trust National Association, as Trustee of Bungalow Series F Trust

UNITED STATES BANKRUPTCY COURT

WESTERN DISTRICT OF TENNESSEE – MEMPHIS DIVISION

In Re:)	CASE NO.: 18-22571
)	
Monica Cauley Johnson,)	CHAPTER 13
)	
Debtors.)	CERTIFICATE OF SERVICE
)	
)	
)	
)	
)	
)	
)	
)	

CERTIFICATE OF SERVICE

I am employed in the County of Orange, State of California. I am over the age of eighteen and not a party to the within action. My business address is: 1920 Old Tustin Avenue, Santa Ana, CA 92705.

I am readily familiar with the business's practice for collection and processing of correspondence for mailing with the United States Postal Service; such correspondence would be deposited with the United States Postal Service the same day of deposit in the ordinary course of business.

On July 10, 2018 I served the following documents described as:

• **NOTICE OF MORTGAGE PAYMENT CHANGE**

on the interested parties in this action by placing a true and correct copy thereof in a sealed envelope addressed as follows:

(Via United States Mail)

Debtor

Monica Cauley Johnson
8913 Lindstrom Drive
Cordova, TN 38016

Chapter 13 Trustee

Sylvia F. Brown
200 Jefferson Ave. Suite #1113
Memphis, TN 38103

Debtor's Counsel

Ryan Rich
Law Office of Rich and Rich
3884 Summer Avenue
Memphis, TN 38122

U.S. Trustee

U.S. Trustee
Office of the U.S. Trustee
One Memphis Place
200 Jefferson Avenue, Suite 400
Memphis, TN 38103

xx (By First Class Mail) At my business address, I placed such envelope for deposit with the United States Postal Service by placing them for collection and mailing on that date following ordinary business practices.

 Via Electronic Mail pursuant to the requirements of the Local Bankruptcy Rules of the Eastern District of California

xx (Federal) I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on July 10, 2018 at Santa Ana, California


Jeremy Romero